

Draft minutes of the Community Centre Committee (acting as Trustee)
meeting held on 30th May 2022
at 7pm at Combe Martin Community Centre.

Present: Cllrs. T Seldon (Chair), S Coomber (Vice Chair), M Richards, P Walker, and M Worth.
Also in attendance: Andrew Wyer (Clerk)

CCC/1/22 Election of Chairman

Following a discussion about the merits of Chairmanship training and experience with similar buildings, and how to identify if people had relevant experience, Cllr Seldon was elected Chairman for the municipal year 2022/2023. (Proposed: Cllr Worth, seconded: Cllr Coomber. Voted for: Cllrs Coomber, Seldon and Worth. Voted against: Cllrs Walker and Richards)

CCC/2/22 Election of a Vice-Chairman

Cllr Coomber was elected Vice-Chairman for the municipal year 2022/23. (Proposed: Cllr Worth, seconded: Cllr Seldon. Voted for: Cllrs Coomber, Seldon and Worth. Voted against: Cllr Walker, and Cllr Richards abstained.)

CCC/3/22 Apologies

Apologies had been received and were accepted from Cllrs Daukes (Prior engagement) and Galloway (Personal).

CCC/4/22 Declarations of Interest

Cllr Worth queried if being on the Village Hall Committee constituted a declarable interest. The Clerk advised that as the Village Hall and the Community Centre are not in competition (the Community Centre is likely to pick up trade from potential hirers unable to book the Village Hall), there is unlikely to be a conflict. He reminded Committee members that they are obliged to act in the best interests of the Trust (putting aside their position as Parish Councillors) and that Charity Commission rules require that there is evidence of discussion / debate with alternatives and consequences being considered. The Committee are also expected to make decisions which are "reasonable" i.e., that most reasonable people would agree with, if they had the same information. The Clerk also said that if he felt any decision being made could be open to being challenged, that he would try to alert members.

No Councillors declared any interest.

CCC/5/22 Public Participation

There were no members of the public present, so there were no questions asked.

CCC/6/22 Minutes

The minutes from the previous meetings were short and simple and all agreed that they were accurate, so Cllr Seldon signed them.

CCC/7/22 New Scheme

The Clerk had distributed a briefing document explaining the background and reasoning behind looking to rewrite the Scheme for the Trust. He had also distributed a copy of the original Scheme and a draft new Scheme. Cllr Walker asked if the Committee should be getting a Trust lawyer to write up the scheme, but it was felt that would be expensive and probably unnecessary at this stage. The Scheme would have to go to the Charity Commission for approval so if they rejected it due to its wording or lack of legal input, then that would be the time to involve a lawyer.

The various clauses in the draft Scheme were considered individually:

1. It was agreed that to respect the original purpose of the Trust, this clause should be amended to say, “provide a community benefit, *including Educational*, to the”. There was a discussion about potential users of the Community Centre and if the Trust would turn away a booking that was neither community benefit nor educational. It was agreed that Clause 4 would allow such a booking, given the funds raised by such a booking would be used for community benefit.
2. Clause 2 was unchanged.
3. Clause 3 was unchanged.
4. Clause 4 was unchanged.
5. It was agreed to amend this clause to say, “Combe Martin Community Centre *Trust*”.
6. It was agreed to amend this clause to be more prescriptive with benefit to educational purposes. The clause was amended to say, “should look *preferentially* upon users”.
7. The Clerk explained that Clause 7 dealt with how to proceed if the building became unsustainable, and that Clause 8 dealt with how to proceed in the event that the Trust Scheme became out of date (like the original Scheme). Committee members felt that both Clauses were similar and could be combined. The Committee also discussed the possibility of the Parish Council being abolished or merged to the extent that it would be impossible to ensure the benefit of the Trust (should it be dissolved) could not be reserved for the residents of Combe Martin. It was decided to name Leys Charity as a potential recipient of any funds should the Trust be dissolved, as this Charity was set up by the same benefactor as this Trust and aims to

assist with the educational needs of Combe Martin, which is the original aim of this Trust. Clause 7 was removed.

8. Clause 8 now becomes Clause 7. It was agreed to start this Clause "*If maintaining the Trust's assets becomes financially unviable and no remedy can be found, or it becomes apparent*". It was agreed that it was clearer to change "no longer applicable" to "*out of date*" and to add "*and / or to Leys Charity*" to the end of the Clause.

The draft Scheme now reads:

1. The object of this Foundation or Trust shall be to provide a community benefit, including Educational, to the residents of the Parish of Combe Martin.
2. The Trustees shall be Combe Martin Parish Council or whoever they pass the role to.
3. The Trust own the building known as Combe Martin Community Centre with the deeds held by the Official Custodian for Charities (since 9th November 2012).
4. The Trustees will ensure that the building and / or the revenue raised from its use is used to provide a benefit to the community of Combe Martin.
5. The Trust shall be re-named as "Combe Martin Community Centre Trust" to better reflect its purpose.
6. To respect the original purpose of the Trust, the Trustees should look preferentially upon uses of the building which encourage or advance education, especially for children.
7. If maintaining the Trust's assets becomes financially unviable and no remedy can be found, or it becomes apparent that this Scheme is out of date, then the Trustees should either redefine the Scheme, in spirit of the original gift, to benefit the residents of Combe Martin or dissolve the Trust and distribute any funds to benefit the residents of Combe Martin and / or to Leys Charity.

The Clerk asked if the Committee were happy for him to submit the amended Scheme to the Charity Commission. Members asked for the amended version to be shared by email, so they could all confirm that it now read as intended and upon receipt of these confirmations, the Clerk could submit the Scheme.

CCC/8/22 Council Lease

The Clerk confirmed that we were not about to discuss or agree the contents of the potential lease but just to agree what the Trust want the Parish Council to lease from them. This would then allow the right sort of draft lease to be drawn up, which would then come back to the Committee for approval. The Clerk confirmed that the Official Custodian for Charities holds the deeds and that either they or the Charity Commission

must be named on the lease. The Charity Commission would also have to approve the draft lease prior to it being agreed by the tenant.

It was queried if the tenant could be given a two-year lease, to allow the Trust time to judge the achievable income available from booking out the two middle rooms? It was pointed out that there has been very little interest in anyone booking these rooms and a two-year lease would give the tenant the option to walk away at the end of the lease, leaving the Trust with 3 empty rooms and virtually no income.

It was acknowledged that letting the whole building on a peppercorn rent would result in the Trust having a small income for the length of the lease but at the end of the lease the building would be returned fully repaired and maintained. – Effectively getting many thousands of pounds of work done at no cost to the Trust and ensuring its long-term future.

Just leasing out the Hawthorn room to the tenant would leave the Trust financially dependent on grants to pay for the repairs needed to the building. Although the Parish Council have provided grants to support the Trust in the past, this could not be guaranteed in the future.

It was felt that a long-term lease for the whole building would secure the financial future for the Trust and was therefore the best option. Cllr Walker was keen that the lease should include clauses that safeguard the Trust and its aims. She will work with the Clerk to identify what needs to be in the new lease. It was resolved that a 25-year lease for the whole building should be prepared. The draft lease should be prepared with the safeguarding clauses identified by Cllr Walker. (Proposed: Cllr Seldon, seconded: Cllr Worth, All in favour.)

CCC/9/22 Any other business

Cllr Worth reported that he had assisted a volunteer who had replaced the broken ridge tile and replaced a few missing slates on the Community Centre. The volunteer didn't wish to be thanked publicly but the Clerk was asked to write to him on behalf of the Committee, expressing their appreciation.

The Clerk agreed to look into getting the flowerpots in front of the Community Centre planted up.